

EXHIBIT A

608
9/10/15**FILED**
Superior Court of California
County of Los Angeles

JUN 12 2015

Sherri R. Carter, Executive Officer/Clerk
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Attorney for Plaintiff Alexsam, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ALEXSAM, INC.,

Plaintiff,

v.

GREEN DOT CORPORATION, NEXT
ESTATE COMMUNICATIONS, INC.,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: **BC 5 85 032****COMPLAINT FOR BREACH OF
CONTRACT, DECLARATORY
JUDGMENT, AND ACCOUNTING****BY FAX****COMPLAINT**

Plaintiff Alexsam, Inc. (hereinafter, "Alexsam"), a Texas corporation, brings this complaint for damages against Defendant Green Dot Corporation (hereinafter, "Green Dot"), a Delaware corporation located in Pasadena, California, Next Estate Communications, Inc. (hereinafter, "Next Estate"), a Delaware corporation located in Pasadena, California, and DOES 1 through 10 (hereinafter, "DOES") (collectively referred to as "Defendants") for Breach Of Contract, Declaratory Judgment, And Accounting. Alexsam alleges as follows:

NATURE OF ACTION

1. This is a civil action for damages against Green Dot arising from its breach of a contract with Alexsam.

JURISDICTION

2. This Court has jurisdiction over this action under Article VI, Section 10 of the California Constitution. Upon information and belief, the amount in controversy exceeds twenty-five thousand dollars (\$25,000) exclusive of interest and costs.

3. This Court has jurisdiction over the parties under Cal. Civ. Proc. Code §410.10.

CIT/CASE: BC585032
LEH/DEF#: 0CH45980144
RECEIPT #: 06/12/15 03:54 PM
DATE PAID: 06/12/15 03:54 PM
PAYMENT: \$435.00
RECEIVED: \$435.00
CHECKS: \$0.00
CASH: \$0.00
CHARGES: \$0.00
CARD: \$0.00

37 Samantha Jensen

PARTIES

4. Alexsam is a corporation organized and existing under the laws of the State of Texas, with its principal place of business at 10509 Firestone Drive, Bradenton, Florida, 34202 (Manatee County).

5. On information and belief, Green Dot is a corporation organized and existing under the laws of the State of Delaware with its principle place of business at 3465 E. Foothill Boulevard, Pasadena, California 91107 (Los Angeles County).

6. On information and belief, Next Estate is a corporation organized and existing under the laws of the State of Delaware with its principle place of business at 3465 E. Foothill Boulevard, Pasadena, California 91107 (Los Angeles County). Upon further information and belief, on or about November 1, 2005, Next Estate changed its name to "Green Dot Corporation." For purposes of this complaint, Plaintiff refers to Green Dot and Next Estate collectively as "Green Dot / Next Estate."

7. Defendants DOES 1-10 are herein sued under fictitious names. Their true names and identities are unknown to Plaintiff. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1-10 are business organizations of unknown form, existing as subsidiaries, parent organizations and/or otherwise related entities to Defendant Green Dot / Next Estate, who were and/or are liable for the conduct alleged herein.

FACTUAL ALLEGATIONS

Prior Litigation.

8. In 2003, Alexsam sued Next Estate in the United States District Court for the Eastern District of Texas ("District Court") in a civil action entitled *Alexsam, Inc. v. FSV Payment Systems, Ltd. et al.*, Civil Action No. 2-03CV337 (hereinafter, the "Litigation") for infringement of United States Patent No. 6,000,608 entitled "Multifunction Card System" ("the '608 patent") and United States Patent No. 6,189,787 entitled "Multifunctional Card System" ("the '787 patent") (collectively, the "Licensed Patents").

9. In June, 2005, Alexsam and Next Estate settled the District Court litigation by executing a "Settlement and License Agreement" ("Settlement Agreement"). A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

The Settlement Agreement.

10. By the terms of the Settlement Agreement, Alexsam granted a license to Next Estate under the '608 patent and the '787 patent. The Settlement Agreement also required Next Estate to pay

REDACTED

set forth in the Settlement Agreement.

11. The Settlement Agreement includes releases of Alexsam's and Next Estate's respective claims that were or could have been brought against each other in the Litigation. See Exhibit A at ¶ 3.

12. The Settlement Agreement expressly states that "

REDACTED

" See Exhibit A at ¶ 20.

13. Next Estate represents and warrants that "

REDACTED

" See Exhibit A at ¶ 2.2.

14. Also in paragraph 2.2 of the Settlement Agreement, Next Estate warrants and represents that "

REDACTED

" See Exhibit A at ¶ 2.2.

15. The Settlement Agreement includes an acknowledgement that should Next Estate change its current activation and/or recharge process such that Next Estate's activities are covered by any claim of the '608 patent and/or the '787 patent, then the patent license terms would apply.

See Exhibit A at ¶ 4.

1 16. Next Estate is required to provide a quarterly report to Alexsam documenting all
2 royalties accrued under the terms of the Settlement Agreement. See Exhibit A at ¶ 6.2.1.

3 17. Alexsam, in accordance with the Settlement Agreement, has the right to inspect the
4 books and records

REDACTED

5 .” See Exhibit A at ¶ 6.2.2.

6 ***Green Dot’s Actions In Breach Of The Settlement Agreement.***

7 18. Alexsam’s patented technology enables operators of a stored value card system,
8 sometimes referred to as prepaid debit cards or gift cards, to provide stored value cards for sale and
9 to enable card activation transactions to be performed at select retail locations. Additionally, the
10 patented technology allows the stored value card operators the ability to recharge the value of such
11 prepaid cards at the retail point-of-sale (“POS”) device.

12 19. Green Dot offers prepaid Visa® and MasterCard® debit cards and markets that its
13 customers can “Shop everywhere MasterCard® or Visa® debit cards are accepted in the U.S.” See
14 Green Dot’s website available at www.greendot.com (Exhibit B).

15 20. Green Dot states on its website that its cards are accepted at 100,000 retail locations
16 nationwide. See Green Dot’s website at www.greendot.com/greendot (Exhibit B).

17 21. Green Dot offers its customers a service called RELOAD @ the REGISTER™,
18 which provides customers the ability to add funds to, or recharge, their stored value cards, or
19 prepaid debit cards, directly by visiting the register, which is a POS device, of various retailers
20 across the U.S. See Green Dot’s website at [www.greendot.com/greendot/account/reload-at-the-](http://www.greendot.com/greendot/account/reload-at-the-register)
21 register (Exhibit C).

22 22. Upon information and belief, Green Dot’s prepaid cards utilize a BIN when
23 recharging the value of the card.

24 23. Neither Green Dot nor its predecessor, Next Estate, has ever submitted a quarterly
25 report to Alexsam under the Settlement Agreement.

24. Despite having entered this agreement more than ten (10) years ago, neither Green Dot nor its predecessor, Next Estate, has ever paid any quarterly royalties for use of the Licensed Patents under the terms of the Settlement Agreement.

FIRST CAUSE OF ACTION

(Breach of Contract)

25. Alexsam repeats and incorporates by reference the allegations contained in paragraphs 1 through 24 inclusive, as if fully set forth herein.

26. The Settlement Agreement is a valid, binding, and enforceable contract.

27. Upon information and belief, Green Dot / Next Estate has continued the business of pre-paid debit cards from its predecessor Next Estate, who is the licensee under the Settlement Agreement.

28. Pursuant to the terms of the Settlement Agreement, Green Dot / Next Estate has sold and continues to sell pre-paid debit cards that utilized a BIN and such cards can be recharged by use of a POS device located in one of 100,000 retailers nationwide.

29. In addition, Green Dot / Next Estate substantially and materially breached the Settlement Agreement by never reporting its licensed transactions on a quarterly basis, or any basis, since execution of the agreement more than ten (10) years ago.

30. Green Dot / Next Estate also substantially and materially breached the Settlement Agreement by never paying **REDACTED** for transactions that are covered by the terms of the Settlement Agreement.

31. Alexsam has performed fully each and all of the conditions, covenants, and obligations imposed on it under the terms of the Settlement Agreement.

32. As a direct and proximate result of the foregoing material breaches by Green Dot / Next Estate, Alexsam has suffered monetary damages.

SECOND CAUSE OF ACTION**(Declaratory Judgment)**

33. Alexsam repeats and incorporates by reference the allegations contained in paragraphs 1 through 24 inclusive, as if fully set forth herein.

34. Alexsam seeks a declaration of its rights and Green Dot / Next Estate's obligation and duties under the Settlement Agreement and under California law with respect to amounts Green Dot / Next Estate will owe Alexsam REDACTED under the Settlement Agreement.

35. An actual and justiciable controversy exists between Alexsam and Green Dot / Next Estate within the meaning of Cal. Code Civ. Proc. § 1060 concerning Green Dot / Next Estate's contractual obligations and legal duties to Alexsam with respect to REDACTED .

36. Pursuant to the Settlement Agreement, Green Dot / Next Estate is liable for instructing customers to reload its pre-paid debit cards by use of a POS device at approximately one hundred thousand (100,000) various retailers.

37. Alexsam alleges and contends, and seeks a judicial declaration that:

- a. The Settlement Agreement is valid and enforceable;
- b. Green Dot / Next Estate does market, distribute, or sell a multifunction card and provides services related to a multifunction card;
- c. Green Dot / Next Estate's current activation and/or recharge process for its prepaid cards records by transmitting a BIN from a POS device to any other device;
- d. Green Dot / Next Estate offers to sell and/or sells a multifunction card covered by any claim of the Licensed Patents;
- e. Green Dot / Next Estate is and has been required to submit to Alexsam REDACTED

and,

- f. Green Dot / Next Estate is liable for REDACTED in an amount determined by review of Green Dot's accounting records.

1 **THIRD CAUSE OF ACTION**

2 **(Accounting)**

3 38. Alexsam repeats and incorporates by reference the allegations contained in
4 paragraphs 1 through 24 inclusive, as if fully set forth herein.

5 39. Alexsam and Green Dot / Next Estate are contractually related as licensee and
6 licensor, respectively.

7 40. Under the terms of the Settlement Agreement, Green Dot / Next Estate must pay
8 **REDACTED** for any transaction covered by at least one claim of the Licensed Patents.

9 41. As a result of the aforementioned breach, Alexsam has never received **REDACTED**,
10 which, upon information and belief, are owned under the terms of the Settlement Agreement.

11 42. The amount of money owned by Green Dot / Next Estate to Alexsam is unknown to
12 Alexsam and cannot be ascertained without an accounting of the books and records of the licensed
13 transactions.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment as follows:

- 16 a. For a judgment that Green Dot / Next Estate has materially breached the Settlement
17 Agreement;
- 18 b. For an accounting of Green Dot / Next Estate's books and records to determine the
19 amount owed to Alexsam;
- 20 c. For an award of damages that have not yet been paid, and the interest owed on prior late
21 **REDACTED**;
- 22 d. For a declaratory judgment that Green Dot / Next Estate will continue to owe Alexsam
23 for future activities related to its offer to sell and sales of its prepaid debit cards;
- 24 e. Attorney's fees and costs of suit incurred herein;
- 25 f. Interest thereon as permitted by law; and
- 26 g. Such other and further relies as the Court may deem just and proper.
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- 28

1 Dated June 11, 2015

Respectfully submitted

2 HENINGER GARRISON DAVIS, LLC

3 By: Steven W. Ritcheson

4 Steven W. Ritcheson
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6 Chatsworth, California 91311
7 Telephone: (818) 882-1030
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9 Email: swritcheson@hgdlawfirm.com

Attorney for Plaintiff Alexsam, Inc.

10 VERIFICATION

11 I, Robert Dorf, am the owner of Alexsam, Inc., the Plaintiff in the above-captioned action. I have
12 read the foregoing Complaint and know the contents thereof. The same is true of my own
13 knowledge, except as to those matters which are therein alleged on information and belief, and as to
14 those matters, I believe it to be true.

15 I declare under penalty of perjury that the foregoing is true and correct and that this declaration was
16 executed at Orlando, Florida.

17 This 11 day of June, 2015

18 [Signature]
19 Robert Dorf
20 Alexsam, Inc.

20140418

EXHIBIT A

TO BE FILED UNDER SEAL

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EXHIBIT B

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Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards



green dot RELOADABLE PREPAID CARDS

GET A CARD REGISTER / ACTIVATE LOG IN

GETTING STARTED ABOUT THE CARDS ADD FUNDS MOBILE SIMPLE FEE PLAN HELP

Pay your rent with your Green Dot Card

Stop paying for money orders and ATM fees.
Use free Green Dot Online Bill Pay to save time and money every month.

[Learn more](#)

ConsumerReports.org

Are all prepaid cards the same?
Read this Consumer Reports article, which includes the Green Dot card – August 2013

[READ THE REPORT ▶](#)



KABC TV Los Angeles, CA

ABC interviews a Green Dot cardholder in a report on best prepaid cards.

[WATCH THE VIDEO ▶](#)

Card Hub
The Web's Best Credit Card Resource

“Green Dot is the clear choice for a checking account alternative.”

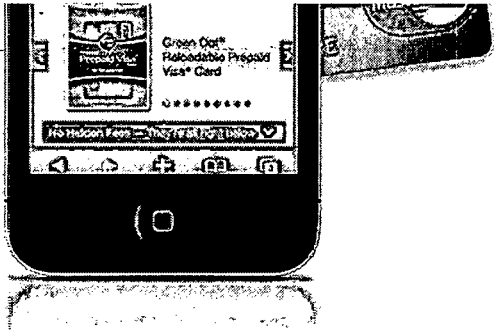


GREEN DOT THE PREPAID CARD CHOSEN BY MILLIONS

Just some of the reasons why:

- No overdraft fees.
- No credit check to get a card. No minimum

Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards



balance.

- Free nationwide network of 24,000 MoneyPass® ATMs¹.
- Keep track of your spending with our mobile app or text us for balance².
- Free online bill pay makes it easy to send checks and pay bills.
- Shop everywhere MasterCard® or Visa® debit cards are accepted in the U.S.

CHECK OUT OUR SIMPLE FEE PLAN ▶

GET MY CARD NOW

¹At non- MoneyPass® ATMs, a \$2.50 fee for withdrawals and a \$0.50 fee will be charged for balance inquiries, plus any ATM owner fees. ATM and cash access available only on personalized cards.

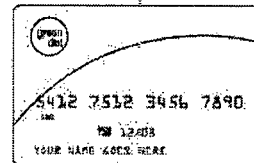
²Standard carrier message rates apply.

DIRECT DEPOSIT THE FREE WAY TO RELOAD YOUR CARD

Have your pay or government benefits automatically deposited to your card. LOG IN TO SIGN UP FOR DIRECT DEPOSIT ▶

- Fast: Pay is immediately available on payday.
- Free: Direct Deposit reloads are free.
- Flexible: Reload part or all of your check. Cancel at any time.

GET MORE INFO ON DIRECT DEPOSIT ▶



Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards

ADD FUNDS TO THE GREEN DOT CARD

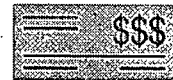
4 fast and convenient ways to add funds to your card. The choice is yours.

In a Store



with Cash

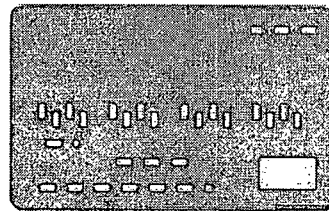
Online



with Direct Deposit



by cashing a Check



from a Bank Account

LEARN MORE ▶

Three Green Dot prepaid cards are shown overlapping. The top card is Gold, the middle is Visa, and the bottom is MasterCard. Each card has the Green Dot logo and a chip.

GET A CARD

2 WAYS TO GET A CARD. NO CREDIT CHECK.

In a Store

Find Stores

Purchase a card at over 60,000 retail locations nationwide - it includes your first cash load. Just register your card and it's ready to go.

Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards

State Licensing Notices

Online No purchase fee when you
apply online

You'll get your temporary card number instantly and your personalized card will come in the mail. Your card will arrive with \$0 balance. It has no value until loaded. Reload fees apply.

[GET A CARD ONLINE](#)

100,000 RETAIL LOCATIONS
NATIONWIDE



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[Cardholder Agreement](#) | [Privacy Policy](#) | [Site Terms of Use](#) | [Privacy & Security](#) | [Electronic Communications Agreement](#)



Cards provided by Green Dot Corporation. The MasterCard Card is issued by Green Dot Bank pursuant to a license from MasterCard International Incorporated. The Visa Card is issued by Green Dot Bank pursuant to a license from Visa U.S.A. Inc. Green Dot Corporation is a member service provider for Green Dot Bank, Member FDIC. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. Visa is a registered trademark of Visa International Service Association. Green Dot is a registered trademark of Green Dot Corporation.



Green Dot Bank operates under the following registered trade names: GoBank, Green Dot Bank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.


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EXHIBIT C

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Reload at The Register - no MoneyPak - Green Dot Prepaid Cards



☐ Remember User ID

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RELOAD @ THE REGISTER™

Reloading is now faster & easier.



Just ask the cashier to add cash directly to your card at the register.
No MoneyPak® needed.

Reload fee of up to \$4.95 applies. Reload limits apply.

Was the cashier unsure how to
reload your card at the register?
You can help!



powered by 

At these participating stores:



How-To

Reload your prepaid card using
Reload @ the Register

FIND A RELOAD @ THE REGISTER LOCATION ►

FREQUENTLY ASKED QUESTIONS

1. Where can I Reload @ the Register with cash directly to my card?
2. How much cash can be loaded directly to my card at the register?
3. How much does it cost to Reload @ the Register?
4. How do I Reload @ the Register?
5. When will the money be available on my card with Reload @ the Register?

[See more](#)

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Cards provided by Green Dot Corporation. The MasterCard Card is issued by Green Dot Bank pursuant to a license from

Reload at The Register - no MoneyPak - Green Dot Prepaid Cards

MasterCard International Incorporated. The Visa Card is issued by Green Dot Bank pursuant to a license from Visa U.S.A Inc. Green Dot Corporation is a member service provider for Green Dot Bank, Member FDIC. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. Visa is a registered trademark of Visa International Service Association. Green Dot is a registered trademark of Green Dot Corporation.

Green Dot Bank operates under the following registered trade names: GoBank, Green Dot Bank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.



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